

7/22/11 1:32:25  
OK T BK 3,323 PG 561  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

7/22/11 1:33:09  
OK P BK 145 PG 539  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**THIS INSTRUMENT PREPARED BY:**

Rod Clement, 188 E. Capitol Street, Suite 400, Jackson, MS 39201, telephone 601-592-994,  
MS Bar No. 6294

Indexing instructions: This instrument amends previously recorded instruments, in Book 2834 at Page 183 and Book 123 at Page 313 and should be noted on the margins of these previously recorded instruments. Lot 1, 2<sup>nd</sup> Revision to Phase 1, Stateline Business Park as recorded in Plat Book 101, Page 21 & 22 and being The Industrial Development International Inc., Property as described in Book 481, Page 716 and Book 528, Page 368 in the Northwest Quarter of Section 20, Township 1 South, Range 7 West, Southaven, Desoto County, Mississippi

**UPON RECORDING RETURN TO:**

Holland & Knight LLP  
31 West 52<sup>nd</sup> Street  
New York, New York 10019  
Attn: Lawrence J. Wolk, Esq.

**MODIFICATION OF DEED OF TRUST, ASSIGNMENT  
OF LEASES AND RENTS AND SECURITY AGREEMENT,  
AND ASSIGNMENT OF LEASES AND RENTS, INCOME AND CASH COLLATERAL**

Premises: 8890 Commerce Way, Southaven, Mississippi

**MODIFICATION OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT, AND OF ASSIGNMENT OF LEASES AND RENTS INCOME AND CASH COLLATERAL** (this "Modification Agreement"), is dated July 12, 2011 by and between **US INDUSTRIAL REIT II**, a Texas real estate investment trust ("Borrower"), having an address at c/o USAA Real Estate Company, 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas, (210) 641-8465, and **NEW YORK LIFE INSURANCE COMPANY**, a New York mutual insurance company, having an office at 51 Madison Avenue, New York, New York 10010-1603, (212) 576-7966 ("Lender").

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✱  
RETURN TO:  
CHICAGO TITLE INSURANCE CO.  
6060 POPLAR AVE-SUITE LL37  
MEMPHIS, TN 38119-0916

\*351938/RS

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WITNESSETH:

WHEREAS, Lender made a loan (the "Loan") to Borrower, evidenced by that certain Promissory Note dated as of December 13, 2007 (the "Original Note") made by Borrower and payable to the order of Lender in the original principal amount of \$165,700,000; and

WHEREAS, said Loan is secured by, *inter alia*, that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of December 13, 2007 from Borrower to Lender covering property described on Exhibit A annexed hereto, recorded at Book 2834, Page 183 in the records of the Clerk of the DeSoto County, Mississippi (the "Original Deed of Trust"), relating to real and personal property located in DeSoto County, Mississippi (the "Secured Property") and that certain Assignment of Leases, Rents, Income and Cash Collateral dated as of December 13, 2007 from Borrower to Lender, recorded at Book 123, Page 313 in the records of the Chancery Clerk of DeSoto County, Mississippi relating to the Secured Property (the "Original Assignment"); and

WHEREAS, Borrower has requested that Lender extend the term of the Loan and reduce the interest rate payable pursuant to the Original Note (the "Refinancing"); and

WHEREAS, as inducements for such modifications Lender requires that Borrower make a principal prepayment reducing the outstanding principal balance of the Loan to \$153,444,100, enter into a modification of the Original Note to extend the maturity date to August 10, 2018, and reduce the interest rate and modify the Original Deed of Trust and Original Assignment; and

WHEREAS, Lender and Borrower, contemporaneously with this Modification Agreement, are entering into Modification and Extension of Promissory Note amending the Original Note to make these changes; and

WHEREAS, the Original Deed of Trust as amended herein by this Modification Agreement (collectively the "Deed of Trust"), the Original Note as amended by the Modification and Extension of Promissory Note and as may be hereafter further modified, renewed, extended or substituted (the "Note"), the Original Assignment as amended herein by this Modification Agreement (collectively the "Assignment") and all other existing Loan Instruments as amended on even date, and all other documents executed by Borrower in connection with the modification and extension of the Loan of even date, are hereinafter collectively referred to as the "Loan Instruments."

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Affirmation of Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference. All terms used but not otherwise defined herein have the meanings set forth in the Original Deed of Trust .

2. **Modifications of Existing Deed of Trust.** From and after the date hereof, the Deed of Trust secures the "Note", and the definition of "Obligations" set forth in the Original Deed

of Trust is modified accordingly. Loan Instruments shall be deemed to include those Loan Instruments of December 13, 2007 as modified by (i) this Agreement; (ii) and the other modifications of lien instruments with respect to the Properties listed on Schedule A; (iii) the Modification and Extension of Promissory Note; (iii) the Modification and Reaffirmation of Loan Instruments; and (iv) any other instruments or documents which are executed by Maker in connection with the Refinancing, all of even date between Lender and Borrower;

3. **Maturity Date.** The final maturity date of the Note is changed from February 10, 2013 to August 10, 2018.

4. **Modification and Extension of Promissory Note.** To the extent that the Original Assignment or any of the other Loan Instruments reference the "Note", all such references to the "Note" shall henceforth be modified to be references to the Original Note as amended by the Modification and Extension of Promissory Note between Borrower and Lender of even date, as same may be further amended, modified or restated.

5. **Ratification and Confirmation of Original Deed of Trust and Original Assignment.** As herein modified and amended the Original Deed of Trust and the Original Assignment are herein ratified and confirmed.

6. **Counterparts.** This Modification Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Modification Agreement.

7. **Governing Law.** This Modification Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower and Lender have executed this Modification Agreement on the dates of their respective acknowledgements below, and effective as of the date first above written.

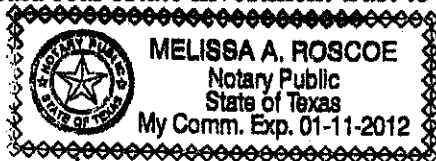
**BORROWER:**

**US INDUSTRIAL REIT II,**  
a Texas real estate investment trust

By: Name: LEONARD J. O'DONNELLTitle: President

STATE OF Texas  
COUNTY OF Brewer

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7<sup>th</sup> day of July, 2011, within my jurisdiction, the within named Leonard J. O'Donnell, who acknowledged to me that (s)he is President of US Industrial REIT II, a Texas real estate investment trust, and that for and on behalf of said real estate investment trust, and as the act and deed of said real estate investment trust, (s)he executed the above and foregoing instrument, after first having been duly authorized by said real estate investment trust to do so.



  
Notary Public

My commission expires:

1-11-2012

(seal)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO SECOND MODIFICATION OF DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND  
RENTS AND SECURITY AGREEMENT, AND OTHER LOAN DOCUMENTS, BETWEEN U.S. INDUSTRIAL REIT II AND  
NEW YORK LIFE INSURANCE COMPANY

LENDER:

NEW YORK LIFE INSURANCE COMPANY,  
a New York mutual insurance company

By: *Melera Carano* *ej*  
Name: LAURA CARDNO  
Title: Corporate Vice President

STATE OF *NY*  
COUNTY OF *NY*

Personally appeared before me, the undersigned authority in and for the said county and state, on  
this *11* day of *July*, 2011, within my jurisdiction, the within  
named LAURA CARDNO, who acknowledged to me that (s)he is Corporate Vice President  
New York Life Insurance Company, a New York mutual insurance company, and that for and on  
behalf of said mutual life insurance company, and as its act and deed, (s)he executed the above and  
foregoing instrument, after first having been duly authorized by said mutual insurance company to  
do so.

My commission expires:  
\_\_\_\_\_

(seal)

*Kathleen R. Brown*  
Notary Public  
Kathleen R. Brown  
Notary Public, State of New York  
No. 01BR5070610  
Qualified in New York County  
Commission Expires Dec. 23, 20 *14*

**Exhibit "A"**

**LEGAL DESCRIPTION**

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Exhibit "A"**Legal Description  
(Stateline Distribution Center)**

**Property Description of LOT 1, 2nd REVISION TO PHASE 1, STATELINE BUSINESS PARK AS RECORDED IN PLAT BOOK 101, PAGE 21 & 22 AND BEING THE INDUSTRIAL DEVELOPMENT INTERNATIONAL, INC. PROPERTY AS DESCRIBED IN BOOK 481, PAGE 716 AND BOOK 528, PAGE 368 IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, being further described as follows:**

Commencing at a pk nail found at the recognized and accepted northwest corner of Section 20, Township 1 South, Range 7 West; thence South 88 Degrees 59 Minutes 18 Seconds East with the north line of said Section a distance of 1564.51 feet to a point; thence South 01 Degrees 00 Minutes 42 Seconds West a distance of 53.00 feet to an iron pin set at the true point of beginning, said iron being 53 feet south of the centerline of State Line Road; thence South 88 Degrees 59 Minutes 18 Seconds East with the south line of State Line Road a distance of 617.16 feet to an iron pin found in the west line of the "Lott" property as described in Book 136 Page 823; thence South 00 Degrees 27 Minutes 20 Seconds West with said west line a distance of 896.38 feet to an iron pin set in the south line of said property; thence South 89 Degrees 19 Minutes 07 Seconds East with said south line a distance of 164.59 feet to an iron pin set in the east line of said property; thence North 00 Degrees 27 Minutes 20 Seconds East with said east line a distance of 25.62 feet to an iron pin set in the south line of the NMM, LLC property as described In Book 461, Page 599 and Book 462, Page 135; thence South 89 Degrees 32 Minutes 55 Seconds East with said south line a distance of 307.47 feet to a point (iron pin set 10.0' w.) in the west line of the Chris-Hill Construction Co., LLC property as described in Book 346, Page 609; thence South 00 Degrees 27 Minutes 05 Seconds West with said west line a distance of 135.00 feet to an iron pin set in the north line of Lot 5, Phase 5, State Line Business Park P.B. as recorded in Plat Book 101, Page 27; thence North 89 Degrees 32 Minutes 55 Seconds West with said north line a distance of 1012.82 feet to an iron pin set; thence South 31 Degrees 57 Minutes 07 Seconds West a distance of 52.99 feet to an iron pin set in the east line of Commerce Drive (68 feet right-of-way); thence North 19 Degrees 44 Minutes 16 Seconds West with the east line of Commerce Drive a distance of 54.37 feet to a p.k. nail set at a point of curvature; thence northwestwardly along a curve to the right having a radius of 486.00 feet and with the east line of Commerce Drive a distance of 171.25 feet (chord = North 09 Degrees 38 Minutes 36 Seconds West 170.37 feet, Delta = 20 Degrees 11 Minutes 21 Seconds) to a point tangency; thence North 00 Degrees 27 Minutes 05 Seconds East with the east line of Commerce Drive a distance of 838.88 feet to the point of beginning. Said parcel contains 15.65 acres according to that certain ATLTA/ACSM Land Title Survey prepared by Davis Engineering Co. Inc. and bearing the seal and certification of Joe S. Wiseman,

Registered Professional Land Surveyor No. 02818, dated November 16, 2007, revised November 21, 2007 and last revised December 12, 2007.

TOGETHER WITH NON-EXCLUSIVE APPURTENANT EASEMENTS as set out in Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Stateline Business Park recorded in Book 485, Page 94, in the Office of the Chancery Clerk for DeSoto County, Mississippi; said instrument having been amended by Amendment to Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Stateline Business Park recorded in Book 520, Page 475, in said Clerk's Office.

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**Schedule A**  
List of Properties

**US INDUSTRIAL REIT II PORTFOLIO LOAN**

**NYL LOAN #374-0334**

	Property	Lien Instrument	Allocated Loan Amount
I.	Michaels Distribution Center -- 3501 West Avenue H Lancaster, California	Deed of Trust	\$25,000,000.00
II.	Firstpark @ Bridgewater -- 6850 Firstpark Boulevard Lakeland, Florida  and  7080 Haverty Way Lakeland, Florida	Mortgage	\$18,725,000.00
III.	SouthPort Logistics Center -- 340 Westridge Parkway McDonough, Georgia	Deed to Secure Debt	\$40,319,100.00
IV.	Port Road Warehouse -- 1251 Port Road Jeffersonville, Indiana	Mortgage	\$13,400,000.00
V.	Marathon Distribution Center -- 295 Marathon Way Southaven, Mississippi	Deed of Trust	\$10,200,000.00
VI.	Stateline Distribution Center -- 8890 Commerce Way Southaven, Mississippi	Deed of Trust	\$5,800,000.00
VII.	Exit 8 A Center -- 324 Half Acre Road Cranbury, New Jersey	Mortgage	\$29,950,000.00
VIII.	Walgreens Distribution Center -- 226 Tyler Drive Waxahachie, Texas	Deed of Trust	\$10,050,000.00

**TOTAL:**

**\$153,444,100.00**